Case 8-13-74303-ast Doc 10-3 Filed 08/20/13 Entered 08/20/13 00:22:28

Exhibit C to Bidding Procedures and Sale Motion

Assumption and Cure Notice

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re)	Chapter 11
PERSONAL COMMUNICATIONS DEVICES, LLC, et al., ⁸)))	Case No. 13- 13-
Debtors.)))	(Joint Administration Requested)

NOTICE OF (I) POTENTIAL ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (II) FIXING OF CURE AMOUNTS AND (III) DEADLINE TO OBJECT THERETO

PLEASE TAKE NOTICE that on [__] ___, 2013, the United States Bankruptcy Court for the Eastern District of New York entered an Order [Docket No. ___] (the "Bidding Procedures Order") on the motion (the "Motion") of Personal Communications Devices, LLC ("PCD") and Personal Communications Devices Holdings, LLC ("Holdings", and together with PCD, the "Debtors") (i) approving certain bidding procedures, including the bid protections as set forth in the asset purchase agreement between the Debtors and Quality 1 Wireless, LLC (the "Stalking Horse") with respect to the proposed sale (the "Sale") of substantially all of the assets of the Debtors, (ii) scheduling a hearing on the Sale and setting objection and bidding deadlines with respect to the Sale, (iii) approving the form and manner of notice of an auction for the Assets (as defined in the Motion), (iv) establishing procedures to determine cure amounts and deadlines for objections for certain contracts and leases to be assumed and assigned by the Debtors; and (v) granting related relief.

PLEASE TAKE FURTHER NOTICE that pursuant to the Bidding Procedures Order, attached hereto as Exhibit A the Debtors have indicated each potentially assumable and assignable executory contract and unexpired lease (each, an "Assigned Contract" and collectively, the "Assigned Contracts") along with the cure amounts (the "Cure Amounts"), calculated as of [__], 2013, that the Debtors believe must be paid to compensate the non-Debtor parties for any actual and pecuniary losses arising from any defaults under the Assigned Contracts in connection with the potential assumption and/or assignment of such Assigned Contracts.

PLEASE TAKE FURTHER NOTICE that objections to the Cure Amounts, whether or not such party previously has filed a proof of claim with respect to amounts due under the applicable Assigned Contract, and/or objections to the potential assumption of such Assigned

The Debtors in these chapter 11 cases, along with the last four (4) digits of each Debtor's federal tax identification number, are: Personal Communications Devices, LLC, a Delaware limited liability company (4171) and Personal Communications Devices Holdings, LLC, a Delaware limited liability company (4096). The Debtors' mailing address is 80 Arkay Drive, Hauppauge, Suffolk County, NY 11788.

Contract, must be filed by and served, together with all documentation supporting such cure claim or objection, so as to be received by [__], 2013 at [__] (Prevailing Eastern Time) on the Debtors' counsel, Goodwin Procter LLP, The New York Times Building, 620 Eighth Avenue, New York, NY 10018, Attn: Matthew L. Curro and on counsel to the Stalking Horse, Munsch Hardt Kopf & Harr, P.C., 500 North Akard Street, Suite 3800, Dallas, TX 75201, Attn: Joseph J. Wielebinski. In the event no objection is timely filed with respect to an Assigned Contract, the non-Debtor counterparty to such Assigned Contract shall be deemed to have consented to the Cure Amount proposed by the Debtors.

PLEASE TAKE FURTHER NOTICE that the Debtor and Successful Bidder (as defined in the Bidding Procedures Order), as applicable, reserve the right to designate which, if any, executory contracts or unexpired leases will be assumed and assigned, and any alternative purchaser may designate which executory contracts or unexpired leases it wishes to assume and assign. Inclusion of a contract or lease on Exhibit A hereto does not indicate that either Successful Bidder or any alternative purchaser will determine to have the Debtors assume and seek assignment of such contract or lease.

PLEASE TAKE FURTHER NOTICE that if the Debtors supplement the list of Assigned Contracts and/or reduce a proposed Cure Amount, the affected non-Debtor party(ies) shall be provided prompt notice and shall have seven (7) calendar days from the date of such service to object thereto.

PLEASE TAKE FURTHER NOTICE that the inclusion of a contract or lease on Exhibit A hereto shall not constitute or be deemed a determination or an admission by the Debtors that such document is in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Sale
and to determine the Cure Amounts and assumption or assignment issues for any parties to
Assigned Contracts that filed objections and that have been designated to be assumed and
assigned will be held on [], 2013 at [] (Prevailing Eastern Time) before the Honorable []
at the United States Bankruptcy Court for the Eastern District of New York, Alfonse M.
D'Amato U.S. Courthouse, 290 Federal Plaza, P.O. Box 9013, Central Islip, NY 11722-9013.
Dated:, 2013

Respectfully submitted,

/s/ draft GOODWIN PROCTER LLP Emanuel C. Grillo Matthew L. Curro Christopher Newcomb The New York Times Building 620 Eighth Avenue New York, NY 10018-1405

Tel: 212.813.8800 Fax: 212.355.3333

Proposed Attorneys for the Debtors and Debtors in Possession